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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE DISTRICT.

Abstract Notification dated 16th March 1932.

The attention of the public is invited to the Notification dated the 16th March 1932, published on pages 305 and 306, Part VI of the *Mysore Gazette*, dated 24th March 1932, publishing the sale of timber in the several depots of the Mysore District.

H. S. NARAYANA RAO,
District Forest Officer.

KOLAR DISTRICT.

Notification dated 18th March 1932.

It is hereby notified for general information that the exclusive right of collecting muthuga leaves from State forests will be sold by public auction for a period of three years from 31-32 commencing from the date of confirmation to end of June 1934 by the respective Range Officers taluk by taluk, on the dates and places detailed below :—

Sl. No.	Name of taluk	Place of sale	Date of sale	Officer conducting the sale
1	Kolar	District Forest Office, Kolar.	12th April 1932	Range Officer, Srinivaspur.
2	Mulbagal	Travellers' bungalow	11th Do	Do
3	Chintamani	Do	18th Do	Do
4	Srinivaspur	Range Forest Office	16th Do	Do
5	Bowringpet	Taluk Office, Bowringpet.	14th Do	Range Forest Officer, Bowringpet.
6	Malur	Range Office	13th Do	Do
7	Sidlaghatta	Travellers' bungalow	18th Do	Range Officer, Chikballapur.
8	Chikballapur	Range Office	19th Do	Do
9	Bagepalli	Do	23rd Do	Range Officer, Bagepalli.
10	Goribidnur	Travellers' bungalow	20th Do	Do
11	Gudibanda	Do	21st Do	Do

2. The auction will commence at 2 P.M. and if it is not conducted on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency or an exchange certificate as provided in clause 5 below and (ii) deposits with the officer holding the sale a sum of Rs. 25 which must be in the form of cash or currency notes.

5. The highest bidder shall surrender his solvency certificate to the officer conducting the sale and get in exchange if he so desires a certificate signed by the latter, which will be a sufficient authority for him to bid at other auctions. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The sale is subject to the confirmation of the District Forest Officer in cases of Rs. 500 and below, and of the Chief Conservator of Forests in Mysore, Bangalore, in other cases.

7. The successful bidder shall, immediately after the close of the sale, credit into the nearest Treasury one-fourth sale amount including the deposit already made together with the Local, Railway and Education cesses at 0-1-0, 0-0-3 and 0-0-6 respectively per rupee on the full sale amount. In default, the deposit will be forfeited and the right resold at the risk of the purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. Within 15 days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the Range Officer on a stamped paper of proper value procured at his cost and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit and pay up the balance of three-fourths sale amount.

In default either to execute the agreement with the necessary surety or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit. He shall not have claim to any surplus accruing from such resale, but shall be made liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

9. Further conditions to be entered in the agreement are:—

(a) Power is reserved to the department to permit free removal of muthaga leaves on head loads by *bona fide* local poor people as in the case of thupra leaves.

(b) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(c) The lessee shall furnish a list of sub-contractors, agents, or maistries and servants who may be appointed by him for the collection of the produce.

(d) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer or the Chief Conservator of Forests as the case may be.

(e) The coolies employed by the lessee must take permits from the Range Officer concerned when they enter State forests.

(f) The lessee shall render every month to the Range Officer an account of the number of cart loads of the produce collected and carted during the month.

(h) The lessee, his agents, or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation irrespective of any action that may be taken under the contract.

(i) Neither the lessee nor his employees shall enter the State forests either before sunrise or after sunset.

(j) No damage shall be caused to the trees while collecting the produce. Any such damage will be assessed by the Range Officer which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee if not paid in time.

10. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will become recoverable as an arrear of land revenue but shall not participate in any profits.

S. VENKATAVARADIENGAR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 10th March 1932.

The attention of the public is invited to pages 314 and 315, Part VI of the *Mysore Gazette*, dated 31st March 1932, regarding sale of timber trees and lops and tops in the several Forests of Sorab Range of this Division.

Abstract Notification dated 18th March 1932.

It is hereby notified for the information of the public that about 1,500 C.ft. of Kiralbhogi logs and 500 C.ft. of Kiralbhogi Sawn timber will be sold in auction at the Tirthahalli Depot on the 11th April 1932.

For further details please refer to Notification published on pages 292 and 293, Part VI of the *Mysore Gazette*, for the week ending 22nd (Thursday) March 1932.

SALE OF BAMBOOS BY TENDER.

Notification dated 28th March 1932.

Sealed tenders will be received at the District Forest Office, Shimoga, up to 4 P.M., on the 27th April 1932, for the right of collection and removal of big and small bamboos in the undermentioned State forests of the District till the end of December 1932 subject to the following conditions:—

Name of range	Name of forest	Description of the block	Minimum quantity to be purchased	
			Big	Small
1. Sacrebyle	Sacrebyle	Coupe I, Compartment 1 to 7 whole forest.	25,000	...
2. Ayanur	Kumsi	Tiruganmadu and Doddi F. S.	..	10,000
3. Hanagere	Hanagere	Hanagere E. F. S.	10,000	...
	Kudi	Whole forest	...	10,000
4. Ripponpet	Masarur		5,000	10,000
	Harohitlu		5,000	...
		Total	45,000	30,000

N.B.—It should be clearly understood that the contractor should make his own arrangements for the removal of bamboos, etc.

2. The tender should be superscribed "Tender for the right of collection and removal of bamboos." The rates should be per one thousand written distinctly in words as well as in figures.

2(a). Tenders of defaulters to the Department will not be accepted.

3. Each tender should be accompanied with the solvency certificate and the earnest deposit of Rs. 50 in currency notes which will be returned in the case of unsuccessful tenders.

4. The acceptance of tender rests with the Conservator of Forests or the District Forest Officer, as the case may be, who reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.

5. Within a week from the date of intimation regarding the acceptance of the tender, the tenderer whose tender is accepted shall pay up the full lease amount together with the Local cess at Re. 0-1-0, Railway cess at Re. 0-0-3 and Education cess at Re. 0-0-6 per rupee) on the entire lease amount and also deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each block as security towards the due fulfilment of the conditions of the contract and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at the risk of the defaulter. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as an arrear of land revenue but he shall not participate in any gain. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract after the period of contract is over.

Interest at 9 per cent per annum will be charged on all arrears of lease amount to be paid after the due date before resale.

The following are the further conditions to which the contractor should bind himself:—

CONDITIONS.

- (a) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.
- (b) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.
- (c) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents servants or coolies.
- (d) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.
- (e) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1932.
- (f) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period, he shall pay for the excess quantity at tender rates together with cesses thereon.
- (g) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.
- (h) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- (i) That he or his men shall not enter the forest after sunset and before sunrise.
- (j) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.
- (k) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.
- (l) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (5) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

SALE OF TIMBER IN DEPOTS.

Notification, dated 1st April 1932.

The undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following Depots by the District Forest Officer, Shimoga District or any other officer deputed by him on the dates noted against each Depot:—

Name of the Depot	Date	Teak	Honne	Matti	Nandi	Hebbahalsu	Other kinds	Total
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
1 Chordi Depot	19th April 1932 (Tuesday)	250	100	200	100	..	..	650
2 Harogoppa	21st do (Thursday)	300	..	..	..	..	..	300
3 Shikarpur	22nd do (Friday)	100	100	200	200	..	200	800
4 Shiralkoppa	23rd do (Saturday)	100	100	200	200	..	200	800
5 Anavatti	25th do (Monday)	300	..	..	..	..	..	300
6 Shakenavalli	26th do (Tuesday)	1,000	..	..	..	..	..	1,000
7 Arasalu Depot	20th do (Wednesday)	1,000	1,000	1,830	3,300	..	2,900	10,030
8 Sagar do	22nd do (Friday)	200	300	..	500	2,000	1,000	4,000
9 Jog do	23rd do (Saturday)	..	..	..	200	..	200	1,100
					400 (Sawn 2,000 R.ft.)		300 Sawn reapers	

The quantities advertised are approximate.

The sales will commence at 3 P.M. in an each day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the (15th May 1932). The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government, and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the ten per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case, should it be allowed to remain longer than 90 days after 15th May 1932. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at nine per cent per annum from the date of their falling due up to the date of payment.

C. A. JABBAR,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Notification dated 29th March 1932.

Sealed tenders will be received by the District Forest Officer, Bhadravati Division, upto 4 P.M., on 25th April 1932 for carting timber to the Depots as per details below for the years 1931-32 and 1932-33 :—

No.	Name of Coupe	To	Remarks
1	Muthodi 1932-33 Coupe	Hebbé Depot	Lead about eight miles, 80,000 c.ft., more or less.
2	Lakkavalli Selection Coupe for 1932-33.	(a) To Lakkavalli Depot	50,000 c.ft., more or less

2. Each tender should be superscribed as "Tender for carting Government timber from the coupes to the Depot, etc.," and the same should be accompanied by a deposit of Rs. 50 in currency notes in each case, the rate to be quoted should be per c.ft. of timber for carting to the Depot from the coupes.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason thereof. The deposit so tendered will be returned in the case of all unsuccessful tenders.

4. Within fifteen days from the date of intimation of the fact of approval, the successful tenderer shall furnish a security of Rs. 100 each in the shape of Mysore Government Savings Bank Account duly pledged in favour of the District Forest Officer, Bhadravati Division, and execute an agreement on a duly-stamped paper binding himself of observing the following conditions failing which the earnest money already furnished will be forfeited to Government and the contract cancelled.

(a) That he provides himself with sufficient number of labourers and carts for promptly carting timber that is available in the coupe.

(b) He or his agent will carry out all instructions that may be issued from time to time by the Sub-Assistant Conservator of Forests or the Depot Officer, failing which his contract will be cancelled and the security deposit forfeited.

H. V. RANGASWAMIENGAR,
District Forest Officer.

CHITALDRUG DISTRICT.

Abstract Notification dated 22nd March 1932.

The attention of intending purchasers is drawn to pages 325, Part VI, of the *Mysore Gazette*, dated 31st March 1932, notifying the sale of muthaga leaves for 31-32 to end of 33-34 in the Chitaldrug District.

B. N. IYENGAR,
District Forest Officer.

MISCELLANEOUS DEPARTMENTS.

OFFICE OF THE SUPERINTENDENT, LAL-BAGH.

Lal-Bagh dated 28th March 1932.

It is hereby notified that the mango, jack, komarai loquat champaka crops in Lal-Bagh will be sold by public auction at the Lal-Bagh Office at 8-30 A.M., on Saturday the 9th April 1932.

Terms of sale are as follow :—

1. Each bidder may be required on demand to deposit a sum of Rs. 10 as earnest money before he is permitted to bid, which amount will be returned to him at the close of the sale if his bid be not accepted.

2. The highest bidder, who is the purchaser, should, on the spot, pay the amount due by him. In default thereof, the crops will be resold at his risk without his participating in any profit that may accrue.

3. The removal of crop will not be permitted before full payment is made for the same.